

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CENTURY INDEMNITY COMPANY (as  
Successor to CCI INSURANCE COMPANY, as  
successor to INSURANCE COMPANY OF  
NORTH AMERICA), INSURANCE COMPANY  
OF NORTH AMERICA,

Plaintiffs,

- v. -

CATERPILLAR INC.,

Defendant.

Case No. 1:15-cv-04542

**PLAINTFFS' MOTION FOR LEAVE TO FILE COMPLAINT UNDER SEAL**

Plaintiffs Century Indemnity Company, as successor to CCI Insurance Company, as successor to Insurance Company of North America, and Insurance Company of North America (collectively, "Century") move for leave of Court to file under seal an unredacted version of the Complaint. Century makes this motion because it is obligated to do so under the Confidential Settlement Agreement and Partial Policy Release entered into as of July 15, 1999 ("the Settlement Agreement") between the parties to this action.

In support of this Motion, Plaintiffs state that this action includes claims for breach of the Settlement Agreement and for specific performance of obligations to mediate and arbitrate disputes pursuant to that agreement. Section 5 of the Settlement Agreement provides for confidentiality of that agreement's terms. Specifically, Section 5 requires, among other things, that in the event that a party to the Settlement Agreement is required to disclose part or all of the terms of that agreement in court, the party shall request the documents including or describing the agreement be filed under seal or lodged *in camera* so as not to become part of the public record. Section 5 further states that the Settlement Agreement may be disclosed in an action to

enforce the terms of the Settlement Agreement, and that the party seeking disclosure must first seek a protective order.

As part of their short and plain statement of their claims showing entitlement to the requested relief, Plaintiffs describe and quote from the terms of the Settlement Agreement. Plaintiffs therefore seek leave of Court to file the Complaint under seal, at least until Defendants can be heard on this issue. Plaintiffs have prepared and publicly filed a redacted version of the Complaint, omitting the references to the confidential terms of the Settlement Agreement. To be clear, but for the Settlement Agreement's requirements, Century does not think that any of the Complaint's text should be redacted.

Dated: May 22, 2015  
Chicago, Illinois

Respectfully submitted,

By: /s/ Brian C. Coffey

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